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8 UNITED STATES DISTRICT COURT
9 NORHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION

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12 LESLIE INANCHY,) Case No.
13 Plaintiff,)
14 v.)
15 LIFE INSURANCE COMPANY OF NORTH)
16 AMERICA; SONY ELECTRONICS, INC.)
17 LONG TERM DISABILITY PLAN; SONY)
ELECTRONICS INC. EMPLOYEE TERM LIFE)
INSURANCE COVERAGE PLAN,)
18 Defendants.)
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**COMPLAINT FOR BREACH OF
EMPLOYEE BENEFIT PLAN
(29 U.S.C. § 1002 et seq);
COMPLAINT FOR BENEFITS**

1 **I. JURISDICTION**

2 1. Leslie Inanchy, born May 23, 1948, is and at all times mentioned herein was
3 a resident of Santa Clara County, California and resident in the Northern District of California.
4 Sony Electronics, Inc.. (SONY) is and at all times mentioned herein was business doing business
5 in Santa Clara County, California. SONY created the Sony Electronics Inc. Long Term
6 Disability Plan (the LTD Plan) and the Sony Electronics Inc. Employee Term Life Insurance
7 Coverage Plan (the Life Plan) as employee benefits. The LTD Plan was fully insured with the
8 Life Insurance Company of North America (LINA) effective September 1, 2000 as Group Plan
9 LK-030426. The Life Plan was fully insured with LINA effective January 1, 1998., Policy
10 Number FLX-050797. The LTD Plan and the Life Plan are in writing. This claim arises under
11 an ERISA registered and controlled employee benefit plan. Jurisdiction of this court is present
12 under 29 U.S.C. § 1002, 29 U.S.C. § 1132.

13 **II. STATEMENT OF FACTS**

14 2. Prior to May 16, 2003, SONY created the LTD plan and the Life Plan
15 in writing for its employees as an employee benefit. Under the terms of the LTD Plan, LINA
16 promised to pay Long Term disability benefits to any such employees as would become totally
17 disabled as defined by the LTD Plan while employed by SONY and to provide extended death
18 benefits under the Life Plan to any employee totally disabled as defined by the Life Plan.

19 3. At all time herein mentioned, Inanchy was an employee of SONY and is a
20 covered employee under the Plans.

21 4. On or about May 16, 2003, Inanchy became totally disabled in accordance
22 with the definition of total disability under the LTD Plan and the Life Plan and timely applied for
23 benefits under the Plans.

24 5. The LTD Plan was to provide long term benefits to Inanchy commencing
25 November 15, 2003 at 60% of Inanchy's salary to a maximum of \$10,000 per month. The Life
26 Plan would extend benefits from the date of total disability as defined in the Life Plan.

6. Inanchy timely applied for benefits under the LTD Plan and for Waiver of Premium under the Life Plan. LINA denied benefits to Inanchy under both plans on the basis that he was not disabled from his own occupation during the six month elimination period ending November 15, 2003.

7. Inanchy properly appealed the denial of benefits to the LTD Plan and the Life Plan. On October 4, 2007, the LTD plan and the Life Plan denied Inanchy's appeal in a final and administratively binding decision. Inanchy has now exhausted his administrative remedies under the LTD Plan and the Life Plan.

8. Inanchy is and at all times mentioned herein was totally disabled as that term is defined in both the LTD Plan and the Life Plan.

FIRST CAUSE OF ACTION

1. The Long Term Disability Plan and the Life Plan are employee benefits plans defined under 29 U.S.C. § 1002.

2. In accordance with 29 U.S.C. § 1132, Plaintiff herein seeks to recover the benefits due under the Plans including prejudgment interest and attorney's fees expended herein.

3. In all cases, Plaintiff has performed all conditions required on Plaintiff's part to be performed and, in accordance with the Plan, gave the Plan due and timely notice of and proof of loss.

4. The action of the Plan in rejecting claims, terminating benefits, and failing to provide a full and fair review cannot withstand scrutiny under any standard of review.

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For reinstatement of benefits and all benefits due Plaintiff under the LTD Plan and the Life Plan together with prejudgment interest thereon at the legal rate;
2. For cost of suit incurred herein;
3. For attorney's fees; and

4. For such other and further relief as the court deems appropriate and just under the circumstances.

Dated:

SILVER & TAUBE

MELVYN D. SILVER
Attorney for Plaintiff